

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SPORT DIMENSION, INC.,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON
SCHEDULE A HERETO,

Defendants.

Case No. 22-cv-6945

Judge Charles P. Kocoras

CONSENT JUDGMENT

This action having been commenced by SPORT DIMENSION, INC (“Plaintiff”) against Defendants No. 119 “Shenzhen Weitian Industrial Co., Ltd” (“Defendant”). Plaintiff and Defendant have resolved all claims arising from the allegations in the Complaint.

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defendant since Defendant directly targets its business activities towards consumers in the United States, including Illinois. Specifically, Defendant has targeted sales to Illinois residents by setting up and operating an e-commerce store that targets United States consumers using one or more seller aliases, offers shipping to the United States, including Illinois, accepts payment in U.S. dollars, and has used infringing and counterfeit versions of the PADDLE PALS Design (collectively, “PADDLE PALS Products”) to residents of Illinois. The PADDLE PALS Patented Design information is included in the following chart.

U.S. DESIGN PATENT NUMBER	TITLE	Issued
744,603	Personal Flotation Device	December 1, 2015

THIS COURT FURTHER FINDS that Defendant is liable for willful infringement of the PADDLE PALS Patented Design and counterfeiting (35 U.S.C. § 271).

IT IS HEREBY ORDERED that:

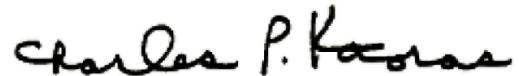
1. Defendant, the officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under or in active concert with it be permanently enjoined and restrained from:
 - a. using the PADDLE PALS Products or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine PADDLE PALS Product or not authorized by Plaintiff to be sold in connection with the PADDLE PALS Design;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine PADDLE PALS Product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the PADDLE PALS Design;
 - c. committing any acts calculated to cause consumers to believe that Defendant's Unauthorized PADDLE PALS Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
 - d. further infringing the PADDLE PALS Design; and
 - e. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or

inventory not manufactured by or for Plaintiff's, nor authorized by Plaintiff to be sold or offered for sale, and which infringe the PADDLE PALS Design.

2. Pursuant to the parties' settlement agreement, Defendants shall pay Plaintiff one thousand eight hundred dollars (\$1,800) in damages (the "Damages Amount").
3. Walmart Inc. ("Walmart") is ordered to transfer the Damages Amount from Defendant's account to Plaintiff within seven (7) calendar days of receipt of this Order.
4. Upon Walmart's transfer of Damages Amount to Plaintiff pursuant to paragraph 3, Walmart shall remove any restraints that were placed on Defendant's e-commerce store and financial account pursuant to the Temporary Restraining Order [ECF 21] and Preliminary Injunction Order [ECF 35].
5. Within thirty (30) calendar days after receiving the Damages Amount from Walmart, to acknowledge full and complete indemnification, Plaintiff will file a satisfaction of judgment with the Court.
6. Each party shall bear its own attorney's fees and costs.

IT IS SO ORDERED:

Dated: September 6, 2023



Charles P. Kocoras
United States District Judge